

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

ALEXANDER LEO ACKEL, JR., ET AL

CIVIL ACTIONS 2:07-1052, 2:09-515,
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VERSUS

JUDGE HAIK

CITGO PETROLEUM CORPORATION

MAGISTRATE JUDGE HILL

JOINT STIPULATION OF PAYMENT OF COSTS

NOW INTO COURT, through undersigned counsel, comes the Plaintiff, Alexander Leo Ackel, Jr., and the Defendant, CITGO Petroleum Corporation (“CITGO”), who respectfully represent to the Court through the following Stipulation that:

- 1) The Court by Order dated March 31, 2010 (Doc. # 140) Granted the Plaintiffs’ Motion to Dismiss without prejudice conditioned upon Plaintiffs, in all of the related cases listed above, paying the costs submitted by the Defendant and awarded by the Court;
- 2) The Court by Order dated February 14, 2011 (Doc. # 150), awarded a total of \$25,608.08 in costs to the Defendant;

- 3) Plaintiffs disputed and contested the award of \$6,881.35 of those costs by Motion under FRCP 60 (Doc. # 151), and Plaintiffs paid the remaining costs of \$18,726.73 awarded by the Court in its order of February 14, 2011;
- 4) Defendant, CITGO, agrees and stipulates that it has received Plaintiffs' payment of \$18,726.73;
- 5) Plaintiffs and Defendant, CITGO, agree to compromise and stipulate that \$3,400.00 is due and owing with respect to the disputed amount of court costs;
- 6) Defendant, CITGO, stipulates that it has received \$3,400.00 in complete and full satisfaction of any and all costs due Defendant CITGO pursuant to the Court's award of costs (Doc. # 150) in this matter, and all of the related suits that are dismissed without prejudice listed in the caption herein;
- 7) Plaintiff stipulates to and formally dismisses and withdraws the Motion under FRCP 60 (Doc. # 151) with prejudice.
- 8) Considering the foregoing, the parties agree this matter is in a proper posture for the Court to enter a formal Order of Dismissal Without Prejudice pursuant to the Court's ruling in Doc. # 140.

Respectfully submitted,

/s/ Rudie R. Soileau, Jr.

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on July 25, 2011, a copy of the foregoing was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing was sent by operation of the court's electronic filing system to all known counsel of record.

/s/ Craig Isenberg